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SHUM LAI LIN v. CHEANG KIM LEONG & ANOR

HIGH COURT MALAYA, IPOH
ABDUL WAHAB MOHAMED J
[JUDICIAL SEPARATION PETITION NO: AA-33-183-05-2023]
11 JUNE 2024

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Abstract – *The law governing the payment of interim maintenance is designed to provide financial support to a wife during divorce proceedings, ensuring that she can maintain a standard of living commensurate with that experienced during the marriage. In determining maintenance payments, the court is tasked with a balancing act of considering the wife's means and needs while also accounting for the duration of the marriage, the parties' ages and whether the husband provided financial support throughout the marriage. An interim maintenance, however, is also contingent upon the husband's financial capacity; it should reasonably cover the wife's essential and necessary expenses without being excessive.*

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FAMILY LAW: *Marriage – Judicial separation – Petition – Application for interim maintenance – Petitioner wife commenced petition for judicial separation against respondent husband – Wife sought interim maintenance payment pending disposal of petition – Factors considered in determining maintenance payment – Whether wife entitled to interim maintenance – Reasonable amount of interim maintenance to be awarded – Law Reform (Marriage and Divorce) Act 1976, ss. 77(1)(a) & 78*

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The petitioner and the respondent were married in 1987 and were blessed with three children. According to the petitioner: (i) following their marriage, she had ceased formal employment but continued to support the respondent with his business endeavours until the final stages of her pregnancy with their eldest child; (ii) after the birth of the children, while primarily responsible for the children's upbringing, the petitioner also intermittently assisted the respondent with his work as needed; (iii) the relationship between the parties deteriorated due to the respondent's alleged adulterous relationship with the co-respondent. Consequently, the respondent stopped providing the monthly sum of RM50,000 to the petitioner after May 2022; (iv) due to the respondent's unreasonable behaviour, the petitioner vacated the matrimonial home in April 2023 and moved into a rented residence; and (v) since the petitioner's departure from the matrimonial home, the respondent ceased making payments towards the instalments for the properties, vehicles and insurance policies registered solely in the petitioner's name. This resulted in the petitioner having to rely on her savings and salaries from two family companies, namely Ganda KWC Plantations Sdn Bhd ('Ganda KWC') and Ganda Sunbest Plantation Sdn Bhd ('Ganda Sunbest'), to sustain herself and to cover all related expenses. In the present petition for judicial separation,

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the petitioner sought, *inter alia*, that the respondent be ordered to pay interim maintenance of RM50,000 per month pending the disposal of the petition. Objecting to the petitioner's request for interim maintenance, the respondent argued that: (i) the total sum claimed by the petitioner was excessively inflated and/or speculative; (ii) the petitioner possessed the financial means to maintain her current lifestyle; and (iii) the respondent's monthly income and/or allowance was insufficient to meet the interim maintenance claimed by the petitioner.

Held (allowing petitioner's application; ordering respondent to pay interim maintenance of RM30,000 per month to petitioner pending disposal of judicial separation petition):

(1) In determining maintenance payments, it was pertinent to consider the wife's means and needs, while also accounting for the duration of the marriage, the parties' ages and whether the husband provided financial support throughout the marriage. The parties had been married for approximately 36 years since 1987. The petitioner was 61 years old and had not been employed since 1987. She had been accustomed to the lifestyle provided by the respondent; throughout their marriage, the respondent provided the petitioner with properties, shares, a monthly allowance of RM50,000, four cars (with all related costs covered by the respondent), supplementary credit cards with a combined limit of RM150,000, three domestic helpers and a driver. The petitioner was primarily dependent on the respondent's financial support throughout the duration of their marriage. Despite some income from family-owned companies, it remained insufficient to cover her total expenses. While the petitioner's income and savings offered a degree of financial stability, they fell short of maintaining the standard of living that she was accustomed to during the marriage. Therefore, an interim maintenance order was necessary to bridge this financial gap. Considering the length of the marriage and the petitioner's current lack of income, it was appropriate to order interim maintenance until the final determination of the judicial separation proceedings. (paras 22, 25, 28-30 & 45)

(2) The respondent submitted that he received a monthly income of RM149,052.50 from various companies and a dividend of RM240,000 from a company in 2023; he argued that he required RM135,000 monthly to cover his expenses. However, this was questionable given the history of the support that he had provided to the petitioner, suggesting his capability to continue providing maintenance at a similar level. The respondent's failure to provide a full and frank disclosure of his income left the same uncertain. The petitioner's disclosure of income and bonuses from family-owned companies, on the other hand, appeared adequate. The respondent, therefore, had the means to meet the interim maintenance claimed. Notwithstanding the above, some of the petitioner's claimed expenses may be considered inflated, particularly

dining, holiday and celebratory expenses. While these reflected her standard of living during the marriage, an interim maintenance award should reasonably cover her essential and necessary expenses without being excessive. In determining the interim maintenance amount, the petitioner's monthly earnings from Ganda KWC and Ganda Sunbest, along with her dividends and rental income, were taken into account. An interim maintenance of RM30,000 per month would be a more reasonable figure. This amount adequately addressed the plaintiff's needs, compensated for her sacrifices and reflected the respondent's financial capacity while ensuring fairness to both parties. The award was also designed to, *inter alia*, enable the plaintiff to maintain a lifestyle similar to what she was accustomed to during the marriage. (paras 37, 39, 41, 42 & 46)

Case(s) referred to:

Ananda Dharmalingam v. Chantella Honeybee Sargon [2006] 6 MLJ 179 ***(refd)***
Koay Cheng Eng v. Linda Herawati Santoso [2008] 4 CLJ 105 CA ***(refd)***
Lee Chin Guan v. Pang Kim Joon [2017] CLJU 1988; [2017] 1 LNS 1988 HC ***(refd)***
Leow Kooi Wah v. Philip Ng Kok Seng & Anor [1997] CLJU 419; [1997] 1 LNS 419 HC ***(refd)***
Lumsden v. Lumsden [1963] 5 FLR 388 ***(refd)***
Mark Sia Eng Joo v. Ong Wei Wei & Anor [2019] CLJU 1015; [2019] 1 LNS 1015 HC ***(refd)***
Parkunan Achulingam v. Kalaiyarasy Periasamy [2004] 7 CLJ 175 HC ***(refd)***

Legislation referred to:

Law Reform (Marriage and Divorce) Act 1976, ss. 77(1)(a), 78

For the appellant/petitioner - Vigneshvar Ramarmuty; M/s Ng Chee Kong & Co
For the respondent - Goh Loh Boon; M/s WH Kan

Reported by Najib Tamby

JUDGMENT

Abdul Wahab Mohamed J:

Introduction

[1] This is the petitioner's application for interim maintenance as detailed in para. 66(c) of the judicial separation petition dated 26 May 2023. The petitioner seeks an interim maintenance payment of RM50,000 per month from the respondent, pending the disposal of the judicial separation petition.

Background Facts

[2] The petitioner and the respondent entered matrimony on 8 October 1987. Their union produced three children: Cheang Chu King (born 6 January 1988), Cheang Chu Wei (born 17 May 1990), and Cheang Chu Ching (born 27 October 1992), who are now 36, 33, and 31 years old, respectively.

[3] The petitioner and the respondent were in courtship since 1977, when the petitioner was approximately 15 years old and the respondent was 20 years old. During their courtship, the respondent prohibited the petitioner from working in any companies after she had completed her secondary education. Instead, the respondent had only agreed for the petitioner to conduct tuition classes from around 1981 until their marriage in 1987.

[4] At the material time, during their courtship, the respondent was an emerging entrepreneur in the motor accessories industry. With the petitioner's support, he incorporated Bestech Industries Sdn Bhd (Company No. 76608-M) on 5 October 1981.

[5] Following their marriage in 1987, the petitioner ceased formal employment but continued to support the respondent with his business endeavours until the final stages of her pregnancy with their eldest child.

[6] After the birth of the children, while primarily responsible for their upbringing, the petitioner also intermittently assisted the respondent with his work as needed.

[7] The relationship between the parties had however deteriorated due to the respondent's alleged adulterous relationship with the co-respondent. Consequently, the respondent stopped providing the monthly sum of RM50,000 to the petitioner after May 2022.

[8] The petitioner claimed that due to the respondent's unreasonable behaviour, which rendered cohabitation untenable, and his adulterous relationship with the co-respondent, the petitioner vacated the matrimonial home on 4 April 2023, and subsequently filed the judicial separation petition on 26 May 2023.

[9] After leaving the matrimonial home, the petitioner moved into a rented residence in Teluk Intan at No. 23, Lorong Shahbandar 14, Taman Indah, 36000 Teluk Intan, Perak.

[10] Since the petitioner's departure from the matrimonial home on 4 April 2023, the respondent has ceased making payments towards the instalments for properties, vehicles, and insurance policies registered solely in the petitioner's name. As a result, the petitioner had to rely on her savings and salaries from two family companies, Ganda KWC Plantations Sdn Bhd and Ganda Sunbest Plantation Sdn Bhd, to sustain herself and cover all related expenses.

[11] In her judicial separation petition, the petitioner had prayed for, amongst other relief, that the respondent be ordered to pay interim maintenance of RM50,000 per month pending the disposal of the petition.

[12] The respondent has contested the petitioner's request for interim maintenance on the following grounds:

A (i) the total sum claimed by the petitioner is excessively inflated and/or speculative;

(ii) the plaintiff possesses the financial means to maintain her current lifestyle; and

B (iii) the respondent's monthly income and/or allowance is insufficient to meet the interim maintenance claimed by the petitioner.

[13] Consequently, the petitioner has filed encl. 25, seeking a court order to compel the respondent to provide maintenance pending the trial of the judicial separation petition.

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Issues To Be Determined

[14] From the submissions of both parties, this court identifies the following issues for determination:

(i) whether the petitioner is entitled to receive interim maintenance of D RM50,000 per month from the respondent pending the disposal of the judicial separation petition ("entitlement to interim maintenance"); and

(ii) the reasonable amount of interim maintenance to be awarded, if any ("assessment of maintenance amount").

E **The Law**

[15] The court's authority to order maintenance during matrimonial proceedings is derived from s. 77(1)(a) of the Law Reform (Marriage and Divorce) Act 1976 (LRMDA), which states:

F **77. Power for court to order maintenance of spouse**

(1) The court may order a man to pay maintenance to his wife or former wife:

(a) during the course of any matrimonial proceedings;

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[16] Section 78 of the LRMDA outlines the criteria for assessing maintenance as follows:

78. Assessment of maintenance

H In determining the amount of any maintenance to be paid by a man to his wife or former wife or by a woman to her husband or former husband, the court shall base its assessment primarily on the means and needs of the parties, regardless of the proportion such maintenance bears to the income of the husband or wife as the case may be, but shall have regard to the degree of responsibility which the court apportions to each party for the breakdown of the marriage.

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[17] In gauging the maintenance quantum, s. 78 of the LRMDA mandates the court to anchor its assessment primarily on the "means and needs" of the parties, regardless of the proportion such maintenance bears to the income

of the husband or wife, eschewing consideration of the proportion such maintenance bears to the income of the husband or wife, whilst mindful of the attributed culpability for the breakdown of the marriage.

[18] In the case of *Parkunan Achulingam v. Kalaiyarasy Periasamy* [2004] 7 CLJ 175, Faiza Tamby Chik J cited the case of the Supreme Court of Victoria, *Lumsden v. Lumsden* [1963] 5 FLR 388 at p. 394, where Herring CJ, Dean and Gowans JJ held:

> In the second place in awarding maintenance the court endeavours, subject to the Husband's financial position, to place the wife in a position to enjoy the same standard of living as she did during the marriage.

[19] In the case of *Koay Cheng Eng v. Linda Herawati Santoso* [2008] 4 CLJ 105; [2008] 4 MLJ 863, the Court of Appeal underscored the principles governing maintenance payments, citing s. 78 of the LRMDA, which directs courts to base maintenance assessments primarily on the parties' means and needs:

> [23] We observed that in his written judgment the learned judge had considered if not all but most of the authorities cited. In his judgment, the learned judge stated:
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> > Further s. 78 of the Law Reform Act provides that in assessing the amount of maintenance to be paid by a man to his wife or former wife, "the court shall base its assessment primarily on the means and needs of the parties, regardless of the proportion such maintenance bears to the income of the husband, but shall have regard to the degree of responsibility which the court apportions to each party for the breakdown of the marriage.
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> > What is maintenance is defined in *Re Borthwick (Deceased), Borthwick v. Beauvais* [1949] Ch 395 where at p. 401, His Lordship Harman J held:
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> > > It is said that maintenance is the only thing that you can look at. What does that mean? It does not mean that you can only give the dependant just enough to put a little jam on his bread and butter. It has been already held that what is reasonable for one may not be reasonable for another. It must depend on the circumstances of the case. It certainly depends to some extent on the circumstances of the widow, but I think it may also depend on the circumstances of the testator, that is to say, whether he dies a rich man or not, because a rich man may supposed to have made better provision for his wife's maintenance than a poor one. Maintenance does not only mean the food she puts in her mouth, it means the clothes on her back, the house in which she lives, and the money which she has in her pocket, all of which vary according to the means of the man who leaves a wife behind him. I think that must be so. Maintenance cannot mean only a mere subsistence.

A [25] We are of the view that with the standard and cost of living of the respondent, the sum awarded is justifiable. We are in agreement with the learned counsel for the respondent that the respondent is to be placed in a position to enjoy the same standard of living as she had during the existence of the marriage. In *Lumsden v. Lumsden* [1963] 5 FLR 388, the court held:

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> … In the second place in awarding maintenance the court endeavours, subject to the husband's financial position, to place the wife in a position to enjoy the same standard of living as she did during the marriage …

C (See also *Re Borthwick (Deceased), Borthwick v. Beauvais* [1949] Ch 395, *Sivajothi a/p K Suppiah v. Kunathasan a/l Chelliah* [2000] 3 CLJ 175.)

[26] The learned judge had clearly taken into consideration the individual circumstances of both parties, the needs and responsibilities of the parties, the assets and the earning capacity of the appellant. In *Sri Kelangkota-Rakan Engineering JV Sdn Bhd v. Arab Malaysian Prima Realty Sdn Bhd & Ors*
D [2003] 3 CLJ 349, the Federal Court held that even assuming for a moment that the Court of Appeal erred in the application of the principles of law to the particular set of facts in the instant appeal, there is no room for that court to reverse the concurrent findings of fact made by the High Court and the Court of Appeal since it is trite that the appellate court is not prepared to interfere with the concurrent findings of fact made by the
E courts below.

[20] These legal canons were further fortified in the High Court's ruling in *Ananda Dharmalingam v. Chantella Honeybee Sargon* [2006] 6 MLJ 179, which espoused that the sole criterion in adjudicating interim maintenance is the means and needs of the parties:

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> ... By virtue of s. 78 of the LRA set out aforesaid, the only test that this court needs to adopt in deciding if (interim) maintenance should be awarded to the wife in these proceedings is the means and needs of the parties ...

G **[21]** In the matter of *Lee Chin Guan v. Pang Kim Joon* [2017] CLJU 1988; [2017] 1 LNS 1988, the High Court reaffirmed that maintenance serves the purpose of enabling a recipient to lead a life consistent with that during the marriage. This encompasses not only basic necessities but also housing, clothing and financial stability. As articulated by Hayatul Akmal Abdul Aziz
H JC (as she then was):

> [13] The court looks to the nature of maintenance as a form of material provision that will enable an adult to live a normal life that he/she is accustomed to during the existence of the marriage. It cannot mean mere sustenance, *ie*, food, but also clothing, housing and money, all of which vary according to the means of a man who leaves a wife behind (see
I *Sivajothi a/p Suppiah v. Kunathasan a/l Chelliah* [2006] 5 CLJ 318; [2006] 3 MLJ 184; also see *Raquiza v. Raquiza* [1947] CLJU 85; [1947] 1 LNS 85; [1947] 1 MLJ 202). In deciding whether a party is entitled to financial

relief, the needs and means of both parties will be considered. In *Koay Cheng Eng v. Linda Herawati Santoso* [2008] 4 CLJ 105; [2008] 4 MLJ 864, Court of Appeal held that: "(3) … The learned judge then decided to exercise his discretion to award RM6,000 to the respondent as maintenance and the learned judge had given his reasons for doing so. With the standard and cost of living of the respondent, the sum awarded was justifiable. The respondent was to be placed in a position to enjoy the same standard of living as she had during the existence of the marriage." Maintenance should be paid to the wife taking into consideration her means and needs while having regard to the duration of the marriage, the age of the parties and whether the husband had financially supported the wife throughout the duration of the marriage.

[22] It is clear from the above case law that in determining maintenance payments, it is pertinent to consider the wife's means and needs, while also accounting for the duration of the marriage, the parties' ages and whether the husband provided financial support throughout the marriage.

[23] In this regard, this court finds further guidance in the case of *Mark Sia Eng Joo v. Ong Wei Wei & Anor* [2019] CLJU 1015; [2019] 1 LNS 1015, where the court had discussed the factors relevant to determining fair and reasonable maintenance pending the finalisation of divorce proceedings as follows:

[21] The issue of a fair and reasonable maintenance must be determined by reference to the facts, evidence and circumstances of each case. In *Chaw Anui v. Tan Kim Chai* [2004] CLJU 260; [2004] 1 LNS 260; [2004] 4 MLJ 272, the court considered the following factors: (1) devotion of the wife; (2) the unlikelihood of the wife to be gainfully employed; (3) the wife's health and medical needs; (4) the husband financial means; (5) the living standard of the wife; and (6) the means and the needs of the parties. In the present case, it is my considered view that the claim for maintenance pending the final determination of the divorce petition is to enable parties to maintain continuity of a normal life but at the same time the amount claim has to be reasonable and will not cause hardship to the other party as in this case, PH.

[24] Based on the case laws and legal principles discussed, the law governing the payment of interim maintenance is designed to provide financial support to a spouse during divorce proceedings, ensuring they can maintain a standard of living commensurate with that experienced during the marriage. Consequently, the court is tasked with a balancing act, assessing the means and needs of the parties involved, ultimately arriving at a fair and equitable determination of maintenance obligations.

Entitlement To Interim Maintenance

[25] The parties have been married for approximately 36 years since 8 October 1987. The petitioner is now 61 years old and has not been employed since 1987 and has relied entirely on the respondent, a successful

businessman, for financial support. She has been accustomed to a lifestyle provided by the respondent, a successful businessman. Throughout their marriage, the respondent provided the petitioner with a lifestyle including properties and shares, a monthly allowance of RM50,000, four cars (with all related costs covered by the respondent), supplementary credit cards with a combined limit of RM150,000, three domestic helpers, and a driver.

[26] The petitioner claims interim maintenance of RM50,000 per month, substantiated by detailed expenses amounting to RM58,269.99, reflecting her accustomed standard of living as follows:

Item description	Amount (RM)
Food (home cooking & eating out)	4,000.00
Groceries	1,500.00
Petrol & toll	600.00
House rental	2,700.00
Utility bills	400.00
Personal care, skin care and haircare products	400.00
Hair care (hair saloon), skin care (beauty saloon), foot massage	1,000.00
Clothes, shoes & bags	300.00
Healthcare and medical	420.00
Supplements	4,500.00
Insurance	377.83
Holidays (local and overseas)	5,000.00
Chinese New Year Expenses (pro-rated)	2,083.33
Monthly salary for 2 domestic helpers	3,700.00
Food and groceries for 2 domestic helpers	1,500.00
Medical expenses for domestic helper	500.00
Permit fees for 2 domestic helpers every year	215.00
Flight ticket expenses for domestic helpers	250.00
Driver	2,500.00

Properties	
Teluk Intan Shop	5,745.00
Miri Property	13,302.00
Taman Bayshore House	60.00
Quit rent and assessment for Lot 11185, 11194, (2 out of 4 pieces of land around the matrimonial home) Daerah Hilir Perak, Mukim Durian Sebatang, Negeri Perak	70.00
Cars	
Toyota Land Cruiser	6,170.82
Toyota C-HR	285.76
Mercedes Benz E270	351.17
BMW 325l Sport E90	339.08
Total	**RM58,269.99**

[27] Considering the legal principles and the facts presented, it is evident that the petitioner has not been gainfully employed since 1987 and has relied solely on the respondent for financial support. Her lifestyle was significantly sustained by the respondent including, the provision of a monthly allowance, ownership of properties, access to cars, credit cards and domestic staff.

[28] The evidence establishes that the petitioner was primarily dependent on the respondent's financial support throughout the duration of their marriage. Despite some income from family-owned companies, it remains insufficient to cover her total expenses.

[29] While the petitioner's income and savings offer a degree of financial stability, they fall short of maintaining the standard of living she was accustomed to during the marriage. Therefore, an interim maintenance order is necessary to bridge this financial gap.

[30] As established by relevant legal authorities, the court's objective is to place the wife in a position where she can continue to enjoy the same standard of living she experienced during the marriage, contingent upon the husband's financial capacity. It is thus my definitive finding that the petitioner is entitled to the interim maintenance.

[31] This court shall now proceed to assess the appropriate amount based on the evidence of the petitioner's needs and the defendant's financial means.

A *Assessment Of Maintenance Amount*

[32] The respondent contests the proposed interim maintenance as being excessively inflated and exorbitant. The petitioner has admitted to receiving monthly earnings of RM8,986.90 from Ganda KWC Plantations Sdn Bhd and RM8,441.95 from Ganda Sunbest Plantations Sdn Bhd.

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[33] Additionally, the respondent contends that the petitioner failed to disclose bonuses and dividends received from these companies, including a bonus of RM200,000 in March 2021, RM100,000 in February 2022, and RM50,000 in January 2023 from Ganda KWC, as well as RM30,000 from Ganda Sunbest in January 2023. Furthermore, dividends from Miri Timur Plantation Sdn Bhd amounted to RM188,171.72 in January 2022, RM313,619.53 in August 2022, and RM156,809.77 in December 2022, along with rental income of RM1,600 per month from Maxis Broadband Sdn Bhd.

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D **[34]** The respondent also highlights the petitioner's substantial bank balances, including an opening balance of RM421,594.33 in 2019 and a closing balance of RM34,363.35 as of September 2023 in the CIMB Bank account, as well as RM3,448,938.79 as of November 2023 and savings of RM616,312.85 in the EPF account.

E **[35]** The respondent asserts that the petitioner was receiving a monthly income of RM10,000 from Ganda KWC and RM25,000 from Ganda Sunbest since June 2022, which was later reduced to RM10,000 in September 2023, asserting that these sources adequately cover her maintenance.

F **[36]** The petitioner maintains that she has made a full and frank disclosure of her financial situation, supported by the evidence presented.

[37] The respondent claims a monthly income of RM149,052.50 from various companies and a dividend of RM240,000 from Rent Weld Sdn Bhd in 2023. He contends that he requires RM135,000 monthly to cover his expenses. However, this claim is questionable given the historical support he provided to the petitioner, suggesting his capability to continue providing maintenance at a similar level.

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[38] Referring to *Koay Cheng Eng v. Linda Herawati Santoso* (*supra*), the court emphasised that the respondent should be placed in a position to enjoy the same standard of living as during the marriage, within the financial means of the husband.

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[39] The petitioner's disclosure of income and bonuses from family companies appears adequate in my considered view.

I **[40]** Without clear evidence of the respondent's financial limitations, fully assessing his capacity to pay the claimed amount remains challenging. In line with *Leow Kooi Wah v. Philip Ng Kok Seng & Anor* [1997] CLJU 419; [1997]

1 LNS 419; [1997] 2 AMR 2108, the lack of full and frank disclosure by the respondent regarding his income leads the court to draw adverse inferences necessitating a higher maintenance award to account for potential undisclosed means, as held by Mahadev Shankar J (as he then was) as follows:

> I entirely agree with Ms Chew that these rules impose upon the parties a spontaneous duty to exercise the utmost good faith in making the fullest disclosure of all relevant information. The cases she cited of *J v. J* [1955] P 215 and *Livesey v. Jenkins* [1985] FLR 813 are very persuasive because rr. 73, 74 and 77 of the English Matrimonial Causes Rules 1977 are very similar. I quote with approval what Sachs J said in *J v. J*:
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> > … where a husband is fully capable of and has had opportunity to explain those affairs, and where he seeks to minimize the wife's claim, that husband can hardly complain if, when he leaves gaps in the court's knowledge, the court does not draw inferences in his favour …
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> > The effect has been that owing to the husband's grossly defective affidavit of documents, his failure to put before the court documents, the reticencies in his long examination-in-chief, and his complete omission to keep or produce (I know not which) books of account, there have been kept from the court vital facts which he ought to have made plain. His attitude, to my mind, has been throughout an attitude of 'catch me if you can'. In substance, he sought to give the impression of a man barely subsisting in a Nissen hut, and then to say 'disprove that and the consequent inferences if you can'.
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> > For a husband in maintenance proceedings simply to wait and hope that certain questions may not be asked in cross-examination is wholly wrong.
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> > In the light of this apparent misapprehension, it is as well to state expressly something which underlies the procedure by which husbands are required in such proceedings to disclose their means to the court. Whether that disclosure is by affidavit of facts, by affidavit of documents or by evidence on oath (not least when the evidence is led by those representing the husband) the obligation of the husband is to be full, frank and clear in that disclosure. Any shortcomings of the husband from the requisite standard can and normally should be visited at least by the court drawing inferences against the husband on matters the subject of the shortcomings – in so far as such inferences can properly be drawn.

The cross-examination of the respondent produced disclosures which cannot be reconciled with his affidavit that his total income in 1992 was RM1,768.25 per month. His tax returns show his annual taxable income in 1992 was RM38,175 or RM3,181 per month. The corresponding figure for 1993 was RM3,142 per month. In 1994, the respondent held credit

A cards from Diner's Club, Master and Visa Cards from Hongkong Bank, and credit cards from Citibank and Chung Khiaw Bank. The minimum salary qualification to get such cards is RM24,000 per annum. His bank statements of his Hongkong Bank current account between February and August 1994 show other amounts credited which are well in excess of his monthly salary. For example, in February 1994 the excess totalled
B RM12,062. In the other months, they ranged from RM2,200 to RM2,900.

As for the advertising business of Artree and Diamond Wood Sdn Bhd, we have to start from the premise that in 1984 it was the respondent who was the seasoned businessman. Fifi was only 22 and just out of a school for commercial art. The respondent's sister, Helen has not been shown
C to be especially qualified. In the business cards produced, the respondent holds himself out as director. It is more reasonable to infer that the respondent set up these businesses and kept them going. In the absence of any documents from the Businesses or the Companies Registries, it must be inferred that these businesses are still ongoing. Furthermore, the respondent sought to explain the difference between his alleged monthly
D income of RM1,768.25 and his proven monthly expenditure in excess of that sum by saying that Fifi subsidized him. Without going into all the rest of the discrepancies and evasions in his evidence, I think it is not unsafe to infer that his monthly emoluments are in excess of RM4,000 per month.

E **[41]** Given the circumstances and the respondent's consistent support for the petitioner throughout their marriage, I find the respondent's assertion of monthly income highly doubtful. Regrettably, the respondent's failure to provide full and frank disclosure of his income leaves his monthly income uncertain. Considering these factors and applying the principles discussed
F above, I am confident in concluding that the respondent husband has the means to meet the interim maintenance claimed.

[42] Notwithstanding the above, it is worth noting that some of the petitioner's claimed expenses may be considered inflated, particularly dining, holiday and celebratory expenses. While these reflect her standard of
G living during the marriage, an interim maintenance award should reasonably cover her essential and necessary expenses without being excessive.

[43] In determining the interim maintenance amount, this court also took into account the petitioner's monthly earnings from Ganda KWC Plantations Sdn Bhd and Ganda Sunbest Plantations Sdn Bhd, along with her dividends
H and rental income.

[44] Given the petitioner's substantial financial assets and income from other sources, an interim maintenance award of RM30,000 per month would be a more reasonable figure. This amount should adequately cover the petitioner's necessary expenses while considering her own financial
I contributions and the respondent's financial capacity.

[45] Considering the length of the marriage and the petitioner's current lack of income, it is appropriate to order interim maintenance until the final determination of the judicial separation proceedings.

Conclusion

[46] Based on the above considerations, the court orders that the respondent shall pay interim maintenance of RM30,000 per month to the petitioner, pending the disposal of the judicial separation petition. This amount adequately addresses the plaintiff's needs, compensates for her sacrifices, and reflects the defendant's financial capacity while ensuring fairness to both parties. The award is designed to enable the plaintiff to maintain a lifestyle similar to what she was accustomed to during the marriage and to meet her ongoing medical and living expenses.

[47] The respondent is directed to make the monthly payment of RM30,000 on or before the seventh day of each month into the bank account nominated by the petitioner until further orders of the court or the final disposal of the judicial separation petition.